

TO: Mail Stop 8 Director of the U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been
 filed in the U.S. District Court Northern District of California on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. CV 11-05311 MEJ	DATE FILED 11/1/11	U.S. DISTRICT COURT Northern District of California, San Francisco Division
PLAINTIFF SONICS, INC		DEFENDANT ARTERIS, INC.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 6,182,183		
2 7,266,786		
3 7,277,975		
4 6,961,834		
5 7,191,273		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1 6,816,814			
2 7,299,155			
3			
4			
5			

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK Richard W. Wiekling	(BY) DEPUTY CLERK Gloria Acevedo	DATE November 3, 2011
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Copy 1—Upon initiation of action, mail this copy to Commissioner Copy 3—Upon termination of action, mail this copy to Commissioner
 Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner Copy 4—Case file copy

1 FlexArtist™, FlexExplorer™, and FlexVerifier™, and Danube Network on a Chip Intellectual
2 Property Library and earlier versions of these products by Arteris.

3 45. Arteris's acts of infringement have been and continue to be willful, deliberate, and
4 in reckless disregard of Sonic's patent rights. Arteris is thus liable to Sonics for infringement of
5 the '273 patent pursuant to 35 U.S.C. § 271.

6 46. As a consequence of Arteris's infringement, Sonics is entitled to recover damages
7 adequate to compensate it for the infringement complained of herein, but in no event less than a
8 reasonable royalty.

9 47. Arteris's infringement has irreparably injured and will continue to irreparably
10 injure Sonics, unless and until such infringement is enjoined by this Court.

11 **SIXTH CAUSE OF ACTION**
12 **(Patent Infringement of U.S. Patent No. 6,816,814)**

13 48. Sonics incorporates by reference paragraphs 1 through 7 of this Complaint and
14 realleges them as though fully set forth herein.

15 49. On November 9, 2004, the United States Patent and Trademark Office issued U.S.
16 Patent No. 6,816,814, entitled "Method and apparatus for decomposing and verifying
17 configurable hardware" (the "'814 patent"). Sonics is the assignee of the '814 patent and
18 continues to hold all rights and interest in and to the '814 patent. A true and correct copy of the
19 '814 patent is attached as Exhibit F to this Complaint.

20 50. Arteris has directly infringed and continues to directly infringe the '814 patent by
21 their manufacture, use, sale, importation and/or offer for sale during the term of the '814 patent
22 products, technology and tools including, but not limited to, Arteris NoCcompiler™, Arteris
23 NoCverifier™, and FlexArtist™, and FlexExplorer, and Danube Network on a Chip Intellectual
24 Property Library and earlier versions of these products by Arteris. Sonics anticipates that
25 additional infringing products or methods will be found and will duly accuse such products and
26 methods as discovery progresses. Arteris's infringement is literal and/or under the doctrine of
27 equivalents.

1 51. Arteris has indirectly infringed and continues to indirectly infringe the '814 patent
2 by inducing the purchasers, licensees, and users of their products to infringe the '814 patent by
3 using products, technology and tools that include, but are not limited to, Arteris NoCcompiler™,
4 Arteris NoCverifier™, and FlexArtist™, and FlexExplorer™, and Danube Network on a Chip
5 Intellectual Property Library and earlier versions of these products by Arteris.

6 52. Arteris has indirectly infringed and continues to indirectly infringe the '814 patent
7 by contributing to direct infringement by the purchasers, licensees, and users of their products,
8 technology and tools that include, but are not limited to, Arteris NoCcompiler™, Arteris
9 NoCverifier™, and FlexArtist™, and FlexExplorer™, and Danube Network on a Chip
10 Intellectual Property Library and earlier versions of these products by Arteris.

11 53. Arteris's acts of infringement have been and continue to be willful, deliberate, and
12 in reckless disregard of Sonic's patent rights. Arteris is thus liable to Sonics for infringement of
13 the '814 patent pursuant to 35 U.S.C. § 271.

14 54. As a consequence of Arteris's infringement, Sonics is entitled to recover damages
15 adequate to compensate it for the infringement complained of herein, but in no event less than a
16 reasonable royalty.

17 55. Arteris's infringement has irreparably injured and will continue to irreparably
18 injure Sonics, unless and until such infringement is enjoined by this Court.

19 **SEVENTH CAUSE OF ACTION**
20 **(Patent Infringement of U.S. Patent No. 7,299,155)**

21 56. Sonics incorporates by reference paragraphs 1 through 7 of this Complaint and
22 realleges them as though fully set forth herein.

23 57. On November 20, 2007, the United States Patent and Trademark Office issued
24 U.S. Patent No. 7,299,155, entitled "Method and apparatus for decomposing and verifying
25 configurable hardware" (the "'155 patent"). Sonics is the assignee of the '155 patent and
26 continues to hold all rights and interest in and to the '155 patent. A true and correct copy of the
27 '155 patent is attached as Exhibit G to this Complaint.
28

1 58. Arteris has directly infringed and continues to directly infringe the '155 patent by
2 their manufacture, use, sale, importation and/or offer for sale during the term of the '155 patent
3 products, technology and tools including, but not limited to, Arteris NoCcompiler™, Arteris
4 NoCverifier™, and FlexArtist™, and FlexExplorer™, and Danube Network on a Chip
5 Intellectual Property Library and earlier versions of these products by Arteris. Sonics anticipates
6 that additional infringing products or methods will be found and will duly accuse such products
7 and methods as discovery progresses. Arteris's infringement is literal and/or under the doctrine
8 of equivalents.

9 59. Arteris has indirectly infringed and continues to indirectly infringe the '155 patent
10 by inducing the purchasers, licensees, and users of their products to infringe the '155 patent by
11 using products, technology and tools that include, but are not limited to, Arteris NoCcompiler™,
12 Arteris NoCverifier™, and FlexArtist™, and FlexExplorer™, and Danube Network on a Chip
13 Intellectual Property Library and earlier versions of these products by Arteris.

14 60. Arteris has indirectly infringed and continues to indirectly infringe the '155 patent
15 by contributing to direct infringement by the purchasers, licensees, and users of their products,
16 technology and tools that include, but are not limited to, Arteris NoCcompiler™, Arteris
17 NoCverifier™, and FlexArtist™, and FlexExplorer™, and Danube Network on a Chip
18 Intellectual Property Library and earlier versions of these products by Arteris.

19 61. Arteris's acts of infringement have been and continue to be willful, deliberate, and
20 in reckless disregard of Sonic's patent rights. Arteris is thus liable to Sonics for infringement of
21 the '155 patent pursuant to 35 U.S.C. § 271.

22 62. As a consequence of Arteris's infringement, Sonics is entitled to recover damages
23 adequate to compensate it for the infringement complained of herein, but in no event less than a
24 reasonable royalty.

25 63. Arteris's infringement has irreparably injured and will continue to irreparably
26 injure Sonics, unless and until such infringement is enjoined by this Court.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Sonics prays for relief as follows:

1 1. A judgment that the '183, '786, '975, '834, '273, '814 and '155 patents are valid
2 and enforceable;

3 2. A judgment that Arteris is infringing and/or has infringed, and has contributed to
4 and induced infringement of, the '183, '786, '975, '834, '273, '814 and '155 patents, and that
5 such infringement is willful and deliberate;

6 3. A permanent injunction pursuant to 35 U.S.C. § 283 that enjoins Arteris and its
7 affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees,
8 successors, assigns and all those acting for it and on its behalf, or acting in concert with them,
9 from further infringement of the '183, '786, '975, '834, '273, '814 and '155 patents;

10 4. An award of compensatory damages to Sonics, including but not limited to lost
11 profits, but in no event less than a reasonable royalty;

12 5. That such damages be trebled for the willful, deliberate, and intentional
13 infringement by Arteris as alleged herein in accordance with 35 U.S.C. § 284;

14 6. That Sonics be awarded interest on the damages so computed;

15 7. An award of costs and attorneys' fees pursuant to 35 U.S.C. Section 285, or as
16 otherwise permitted by law, and

17 8. For such other and further relief as Sonics may be entitled to as a matter of law or
18 that the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Pursuant to Federal Rule of Civil Procedure 38(b), Sonics demands a trial by jury of all
21 issues triable in this action.

23 Dated: November 1, 2011

MORRISON & FOERSTER LLP

25 By: _____

Bryan Wilson

26 Attorneys for Plaintiff
27 SONICS, INC.
28

1 **CERTIFICATION OF INTERESTED ENTITIES OR PERSONS**

2 Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons,
3 associations of persons, firms, partnerships, corporations (including parent corporations) or other
4 entities (i) have a financial interest in the subject matter in controversy or in a party to the
5 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be
6 substantially affected by the outcome of this proceeding:

7 InveStar Capital

8 Partner Ventures

9 Dated: November 1, 2011

MORRISON & FOERSTER LLP

11 By: 

12 Bryan Wilson

13 Attorneys for Plaintiff
14 SONICS, INC

COPY

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7 Attorneys for Plaintiff
SONICS, INC.

8

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 (SAN JOSE DIVISION)

12 SONICS, INC., a Delaware corporation,

13 Plaintiff,

14 v.

15 ARTERIS, INC., a Delaware corporation,

16 Defendant.

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CV 11-05044
Case No.

COMPLAINT FOR PATENT
INFRINGEMENT

MEJ

DEMAND FOR JURY TRIAL

1 Plaintiff Sonics, Incorporated ("Sonics") alleges as follows:

2 **PARTIES**

3 1. Sonics is a corporation organized under the laws of Delaware with its principal
4 place of business at 890 North McCarthy Blvd, Suite 200, Milpitas, California 95035. Sonics is a
5 leading provider of intelligent interconnect solutions, known as "Network-on-Chip" or NoC, that
6 manage the on-chip communications on System-on-Chip semiconductors ("SoCs").

7 2. On information and belief, defendant Arteris Holdings, Inc. ("Arteris") is
8 organized under the laws of Delaware, with its principal place of business at 111 W. Evelyn
9 Avenue, Suite 101, Sunnyvale, California, 94086. On information and belief, Arteris provides
10 Network-on-Chip technology and tools, and directs those products to various customers,
11 including those located in the Northern District of California. These customers use Arteris's
12 technology and tools, and incorporate Arteris's technology and tools into products that they sell,
13 and offer for sale in the Northern District of California and elsewhere in the United States.

14 **JURISDICTION**

15 3. This is an action for patent infringement arising under the patent laws of the
16 United States of America, 35 U.S.C. Section 1, et seq., including 35 U.S.C. Section 271. This
17 Court has subject matter jurisdiction pursuant to 28 U.S.C. Sections 1331 and 1338(a) in that this
18 is a civil action arising out of the patent laws of the United States of America.

19 **VENUE**

20 4. Venue in the Northern District of California is proper pursuant to 28 U.S.C.
21 Sections 1391(b)-(c) and 1400(b).

22 5. This Court has personal jurisdiction over Arteris. Arteris's headquarters is within
23 this district, and Arteris has conducted and does conduct business within the State of California
24 and within this judicial district.

25 6. Arteris makes, distributes, offers for sale or license, sells or licenses, and
26 advertises its products and services in the United States, The State of California, and the Northern
27 District of California.

1 **INTRADISTRICT ASSIGNMENT**

2 7. This is an Intellectual Property Action to be assigned on a district-wide basis
3 pursuant to Civil Local Rule 3-2(c). Sonics and Arteris are both located in Santa Clara County,
4 making San Jose an appropriate division.

5 **FIRST CAUSE OF ACTION**
6 **(Patent Infringement of U.S. Patent No. 6,182,183)**

7 8. Sonics incorporates by reference paragraphs 1 through 7 of this Complaint and
8 realleges them as though fully set forth herein.

9 9. On January 30, 2001, the United States Patent and Trademark Office issued U.S.
10 Patent No. 6,182,183, entitled "Communications system and method with multilevel connection
11 identification" (the "'183 patent"). Sonics is the assignee of the '183 patent and continues to hold
12 all rights and interest in the '183 patent. A true and correct copy of the '183 patent is attached as
13 Exhibit A to this Complaint.

14 10. Arteris has directly infringed and continues to directly infringe the '183 patent by
15 their manufacture, use, sale, importation and/or offer for sale during the term of the '183 patent
16 products, technology and tools including, but not limited to, Arteris FlexNoC™, Arteris
17 FlexWay™, and Danube Network on a Chip Intellectual Property Library and earlier versions of
18 these products by Arteris. Sonics anticipates that additional infringing products or methods will
19 be found and will duly accuse such products and methods as discovery progresses. Arteris's
20 infringement is literal and/or under the doctrine of equivalents.

21 11. Arteris has indirectly infringed and continues to indirectly infringe the '183 patent
22 by inducing the purchasers, licensees, and users of their products to infringe the '183 patent by
23 using products, technology and tools that include, but are not limited to, Arteris FlexNoC™,
24 Arteris FlexWay™, and Danube Network on a Chip Intellectual Property Library and earlier
25 versions of these products by Arteris.

26 12. Arteris has indirectly infringed and continues to indirectly infringe the '183 patent
27 by contributing to direct infringement by the purchasers, licensees, and users of their products,
28 technology and tools that include, but are not limited to, Arteris FlexNoC™, Arteris FlexWay™,

1 and Danube Network on a Chip Intellectual Property Library and earlier versions of these
2 products by Arteris.

3 13. Arteris's acts of infringement have been and continue to be willful, deliberate, and
4 in reckless disregard of Sonic's patent rights. Arteris is thus liable to Sonics for infringement of
5 the '183 patent pursuant to 35 U.S.C. § 271.

6 14. As a consequence of Arteris's infringement, Sonics is entitled to recover damages
7 adequate to compensate it for the infringement complained of herein, but in no event less than a
8 reasonable royalty.

9 15. Arteris's infringement has irreparably injured and will continue to irreparably
10 injure Sonics, unless and until such infringement is enjoined by this Court.

11 **SECOND CAUSE OF ACTION**
12 **(Patent Infringement of U.S. Patent No. 7,266,786)**

13 16. Sonics incorporates by reference paragraphs 1 through 7 of this Complaint and
14 realleges them as though fully set forth herein.

15 17. On September 4, 2007, the United States Patent and Trademark Office issued U.S.
16 Patent No. 7,266,786, entitled "Method and apparatus for configurable address mapping and
17 protection architecture and hardware for on-chip systems" (the "'786 patent"). Sonics is the
18 assignee of the '786 patent and continues to hold all rights and interest in the '786 patent. A true
19 and correct copy of the '786 patent is attached as Exhibit B to this Complaint.

20 18. Arteris has directly infringed and continues to directly infringe the '786 patent by
21 their manufacture, use, sale, importation and/or offer for sale during the term of the '786 patent
22 products, technology and tools including, but not limited to, Arteris FlexNoC™, Arteris
23 FlexWay™, and Danube Network on a Chip Intellectual Property Library and earlier versions of
24 these products by Arteris. Sonics anticipates that additional infringing products or methods will
25 be found and will duly accuse such products and methods as discovery progresses. Arteris's
26 infringement is literal and/or under the doctrine of equivalents.

27 19. Arteris has indirectly infringed and continues to indirectly infringe the '786 patent
28 by inducing the purchasers, licensees, and users of their products to infringe the '786 patent by

1 using products, technology and tools that include, but are not limited to, Arteris FlexNoC™,
2 Arteris FlexWay™, and Arteris Network on a Chip Intellectual Property Library and earlier
3 versions of these products by Arteris.

4 20. Arteris has indirectly infringed and continues to indirectly infringe the '786 patent
5 by contributing to direct infringement by the purchasers, licensees, and users of their products,
6 technology and tools that include, but are not limited to, Arteris FlexNoC™, Arteris FlexWay™,
7 and Danube Network on a Chip Intellectual Property Library and earlier versions of these
8 products by Arteris.

9 21. Arteris's acts of infringement have been and continue to be willful, deliberate, and
10 in reckless disregard of Sonic's patent rights. Arteris is thus liable to Sonics for infringement of
11 the '786 patent pursuant to 35 U.S.C. § 271.

12 22. As a consequence of Arteris's infringement, Sonics is entitled to recover damages
13 adequate to compensate it for the infringement complained of herein, but in no event less than a
14 reasonable royalty.

15 23. Arteris's infringement has irreparably injured and will continue to irreparably
16 injure Sonics, unless and until such infringement is enjoined by this Court.

17 **THIRD CAUSE OF ACTION**
18 **(Patent Infringement of U.S. Patent No. 7,277,975)**

19 24. Sonics incorporates by reference paragraphs 1 through 7 of this Complaint and
20 realleges them as though fully set forth herein.

21 25. On October 2, 2007, the United States Patent and Trademark Office issued U.S.
22 Patent No. 7,277,975, entitled "Methods and apparatuses for decoupling a request from one or
23 more solicited responses" (the "'975 patent"). Sonics is the assignee of the '975 patent and
24 continues to hold all rights and interest in the '975 patent. A true and correct copy of the '975
25 patent is attached as Exhibit C to this Complaint.

26 26. Arteris has directly infringed and continues to directly infringe the '975 patent by
27 their manufacture, use, sale, importation and/or offer for sale during the term of the '975 patent
28 products, technology and tools including, but not limited to, Arteris FlexNoC™, Arteris

1 FlexWay™, and Danube Network on a Chip Intellectual Property Library and earlier versions of
2 these products by Arteris. Sonics anticipates that additional infringing products or methods will
3 be found and will duly accuse such products and methods as discovery progresses. Arteris's
4 infringement is literal and/or under the doctrine of equivalents.

5 27. Arteris has indirectly infringed and continues to indirectly infringe the '975 patent
6 by inducing the purchasers, licensees, and users of their products to infringe the '975 patent by
7 using products, technology and tools that include, but are not limited to, Arteris FlexNoC™,
8 Arteris FlexWay™, and Danube Network on a Chip Intellectual Property Library and earlier
9 versions of these products by Arteris.

10 28. Arteris has indirectly infringed and continues to indirectly infringe the '975 patent
11 by contributing to direct infringement by the purchasers, licensees, and users of their products,
12 technology and tools that include, but are not limited to, Arteris FlexNoC™, Arteris FlexWay™,
13 and Danube Network on a Chip Intellectual Property Library and earlier versions of these
14 products by Arteris.

15 29. Arteris's acts of infringement have been and continue to be willful, deliberate, and
16 in reckless disregard of Sonic's patent rights. Arteris is thus liable to Sonics for infringement of
17 the '975 patent pursuant to 35 U.S.C. § 271.

18 30. As a consequence of Arteris's infringement, Sonics is entitled to recover damages
19 adequate to compensate it for the infringement complained of herein, but in no event less than a
20 reasonable royalty.

21 31. Arteris's infringement has irreparably injured and will continue to irreparably
22 injure Sonics, unless and until such infringement is enjoined by this Court.

23 **FOURTH CAUSE OF ACTION**
24 **(Patent Infringement of U.S. Patent No. 6,961,834)**

25 32. Sonics incorporates by reference paragraphs 1 through 7 of this Complaint and
26 realleges them as though fully set forth herein.

27 33. On November 1, 2005, the United States Patent and Trademark Office issued U.S.
28 Patent No. 6,961,834, entitled "Method and apparatus for scheduling of requests to dynamic

1 random access memory device" (the "'834 patent"). Sonics is the assignee of the '834 patent and
2 continues to hold all rights and interest in the '834 patent. A true and correct copy of the '834
3 patent is attached as Exhibit D to this Complaint.

4 34. Arteris has directly infringed and continues to directly infringe the '834 patent by
5 their manufacture, use, sale, importation and/or offer for sale during the term of the '834 patent
6 products, technology and tools including, but not limited to, Arteris FlexNoC™, Arteris
7 FlexWay™, FlexArtist™, FlexExplorer™, and FlexVerifier™, and Danube Network on a Chip
8 Intellectual Property Library and earlier versions of these products by Arteris. Sonics anticipates
9 that additional infringing products or methods will be found and will duly accuse such products
10 and methods as discovery progresses. Arteris's infringement is literal and/or under the doctrine
11 of equivalents.

12 35. Arteris has indirectly infringed and continues to indirectly infringe the '834 patent
13 by inducing the purchasers, licensees, and users of their products to infringe the '834 patent by
14 using products, technology and tools that include, but are not limited to, Arteris FlexNoC™,
15 Arteris FlexWay™, FlexArtist™, FlexExplorer™, and FlexVerifier™, and Danube Network on a
16 Chip Intellectual Property Library and earlier versions of these products by Arteris.

17 36. Arteris has indirectly infringed and continues to indirectly infringe the '834 patent
18 by contributing to direct infringement by the purchasers, licensees, and users of their products,
19 technology and tools that include, but are not limited to, Arteris FlexNoC™, Arteris FlexWay™,
20 FlexArtist™, FlexExplorer™, and FlexVerifier™, and Danube Network on a Chip Intellectual
21 Property Library and earlier versions of these products by Arteris.

22 37. Arteris's acts of infringement have been and continue to be willful, deliberate, and
23 in reckless disregard of Sonics's patent rights. Arteris is thus liable to Sonics for infringement of
24 the '834 patent pursuant to 35 U.S.C. § 271.

25 38. As a consequence of Arteris's infringement, Sonics is entitled to recover damages
26 adequate to compensate it for the infringement complained of herein, but in no event less than a
27 reasonable royalty.
28

1 39. Arteris's infringement has irreparably injured and will continue to irreparably
2 injure Sonics, unless and until such infringement is enjoined by this Court.

3 **FIFTH CAUSE OF ACTION**
4 **(Patent Infringement of U.S. Patent No. 7,191,273)**

5 40. Sonics incorporates by reference paragraphs 1 through 7 of this Complaint and
6 realleges them as though fully set forth herein.

7 41. On March 13, 2007, the United States Patent and Trademark Office issued U.S.
8 Patent No. 7,191,273, entitled "Method and apparatus for scheduling a resource to meet quality-
9 of-service restrictions" (the "'273 patent"). Sonics is the assignee of the '273 patent and
10 continues to hold all rights and interest in the '273 patent. A true and correct copy of the '273
11 patent is attached as Exhibit E to this Complaint.

12 42. Arteris has directly infringed and continues to directly infringe the '273 patent by
13 their manufacture, use, sale, importation and/or offer for sale during the term of the '273 patent
14 products, technology and tools including, but not limited to, Arteris FlexNoC™, Arteris
15 FlexWay™, FlexArtist™, FlexExplorer™, and FlexVerifier™, and Danube Network on a Chip
16 Intellectual Property Library and earlier versions of these products by Arteris. Sonics anticipates
17 that additional infringing products or methods will be found and will duly accuse such products
18 and methods as discovery progresses. Arteris's infringement is literal and/or under the doctrine
19 of equivalents.

20 43. Arteris has indirectly infringed and continues to indirectly infringe the '273 patent
21 by inducing the purchasers, licensees, and users of their products to infringe the '273 patent by
22 using products, technology and tools that include, but are not limited to, Arteris FlexNoC™,
23 Arteris FlexWay™, FlexArtist™, FlexExplorer™, and FlexVerifier™, and Danube Network on a
24 Chip Intellectual Property Library and earlier versions of these products by Arteris.

25 44. Arteris has indirectly infringed and continues to indirectly infringe the '273 patent
26 by contributing to direct infringement by the purchasers, licensees, and users of their products,
27 technology and tools that include, but are not limited to, Arteris FlexNoC™, Arteris FlexWay™,
28